

## **REMARKS**

The Examiner rejected claims 22, 24, 25, 62, 64, 65, 105, 107, 136, and 138 under 35 U.S.C. §112 as allegedly failing to comply with the enablement requirement.

The Examiner rejected claims 1-80, and 93-164 under 35 U.S.C. §102(b) as allegedly anticipated by American Casino Guide 2000 Edition, published by Casino Vacations (hereinafter referred to as “ACG 2000”).

The Examiner rejected claims 31-34, 71-74, 114-117, and 145-148 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Acres (US 6,319,125 B1) (hereinafter referred to as “Acres 9125”).

The Examiner rejected claims 35, 75, 118, and 149 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Walker et al. (US2006/0142078 A1) (hereinafter referred to as “Walker 2078”).

The Examiner rejected claims 36, 76, 119, and 150 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Walker (US2002/0123376 A1) (hereinafter referred to as “Walker 3376”).

The Examiner rejected claims 12, 13, 18-21, 26, 27, 37-40, 52, 53, 58-61, 66, 67, 77-80, 100, 101, 103, 104, 109, 110, 120-123, 131, 132, 134, 135, 140, 141, 151-154, and 156-154 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG2000 in view of Walker et al. (US 2003/0060276 A1) (hereinafter referred to as “Walker 0276”).

The Examiner rejected claims 23, 63, 106, and 137 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 200 in view of Walker 0276.

Applicant respectfully traverses the §§112, 102 and 103 rejections with the following arguments:

### **35 U.S.C. § 112**

The Examiner rejected claims 22, 24, 25, 62, 64, 65, 105, 107, 136, and 138 under 35 U.S.C. §112 as allegedly failing to comply with the enablement requirement. Applicant amends claims 22, 24, 25, 62, 64, 65, 105, 107, 136, and 138 to more particularly point out the claimed invention, all of which are properly enabled so as to comply with the requirements of §112. Also, Applicants cite support for the claims below, grouping them in a consistent manner as the Examiner in the current action, with reference to groups, including: group (a) claims 22, 62, 65, 105, and 136; group (b) claims 24, 64, 107, and 138, and group (c) claims 25 and 108. Applicant respectfully disagrees with the Examiner's allegations, and puts forth the following arguments.

Respectfully, the purpose of a lack of enablement rejection is whether one of ordinary skill in the art could practice the invention without undue experimentation. Applicant asserts herein that, with respect to claims 22, 24, 25, 62, 64, 65, 105, 107, 136, and 138, one of ordinary skill in the art could practice the invention without undue experimentation, but to advance the application to allowance the rejected claims were amended to more particularly point out the aspect of the invention claimed. That is, the present application sets forth sufficient detail and explanation to enable a person having ordinary skill in the art to practice the present claimed invention. In the paragraphs that follow, Applicant will address the Examiner's claim groupings with citations to the specification which support the claimed phrases.

With respect to group (a) claims 22, 62, 65, 105, and 136, the Examiner alleges that the recitations "adapted to guarantee that the player cannot lose" referenced within a game of uncertain outcome is contradictory. Applicant respectfully disagrees, but amends the claims to more particularly point out that scrip is convertible to cash at P percent and the base claim clearly indicates that either cash plus scrip or scrip is received for an outcome of the "game of

uncertain outcome,” which the specification points out has a statistical rate of winning. Furthermore, a scrip, which is NOT cash will remain at the end of betting all initial capital that can then be converted back into cash at a specified rate and thus NOT contradictory to one skilled in the art. The applicant additionally puts forth the following arguments and several exemplary citations against the Examiner’s allegations.

Preliminarily, Applicant refers Examiner, for example, to page 4, line 19 through page 5, line 11; page 6, line 6 through page 9, line 22; page 15, line 13 through page 16 line 15; and pages 23 - 27 of the application for reference to the positive sum game and game of uncertain outcome as recited in the claims.

Specifically, the application on page 4, line 19 through page 5, line 11 articulates that:

The present invention advantageously provides a entrance-exchange structure that provides the player with new satisfactions or advantages that add to, or replace, the satisfactions that the player currently enjoys from playing an activity of uncertain outcome (e.g., a game of uncertain outcome). For example, the entrance-exchange structure may be configured so that *the player is, on the average, able to advantageously convert a given amount of cash into relevant scrip and then redeem the relevant scrip for items (e.g., goods, merchandise, real property, different scrip, etc.) from a vendor, wherein the items have a greater monetary value than does the given amount of cash.*

The entrance-exchange structure of the present invention advantageously *enables the house to be profitable while providing said satisfactions to the player.*

The entrance-exchange structure of the present invention advantageously generates a virtual currency in the form of the scrip, wherein the virtual currency conveniently facilitates the redemption of the items from the vendor.

The activity of uncertain outcome of the present invention may advantageously be *a positive-sum game.*(Emphasis added).

Specifically, the application on page 23, line 2-6 states that:

*The game of uncertain outcome of the present invention is a “positive sum game” in relation to at least one outside vendors if*

*the composite investment of the player, the house, and the at least one outside vendor increases.* Thus the positive sum game is defined in relation to a given group of outside vendors such as: in relation to one specified outside vendor, in relation to all outside vendors, or in relation to a specified group of outside vendors. (Emphasis added).

Specifically, the application on page 23, line 16 -20 states that:

Generally, *the positive participant is profitable to each participant, namely the player, the house, and at least one outside vendor.* Thus the positive participant game is defined in relation to a given group of outside vendors such as: in relation to one specified outside vendor, in relation to all outside vendors, or in relation to a specified group of outside vendors. (Emphasis added).

Specifically, the application states on page 25, line 3 through line 9 states that:

As stated *supra*, in a positive participant game, the game is profitable to the each participant, namely the player and the house vendor. Mathematically, a positive participant game with a house vendor is characterized by:  $\Phi_{P,0} > 0$  and  $\Phi_{H,0} > 0$ . In FIG. 5, the positive participant game is demonstrated by the fact that the Ending Capital exceeds the Investment Capital for each of the player and the house vendor. *Thus, the entrance-exchange structure 10 may be profitable for both the player and the house 30 when the house 30 functions as a house vendor.* (Emphasis added).

Further, Applicant asserts that enabling support for the immediately referenced claims (22, 62, 65, 105, and 136) may be found, for example, on page 9 and page 26 - 27, respectively.

Applicants refer the Examiner to the entirety of page 9, in which lines 17 through 22 summarize the example articulated on the page, stating:

The preceding scenario is *mathematically equivalent to a situation in which the player always wins (e.g., in every game played) and receives a takehome of \$0.80 (i.e., 80 cents) in cash and 0.25 unit of relevant scrip for each dollar bet in each game played.* Thus C and S, which are defined as expected average values that result from given winning probabilities P or  $P_i$ , could be mathematically simulated by assuming that the player win in every game and that

C and S is returned to the player for each dollar bet in every game.  
(Emphasis added).

Also, after page 26 contrasts conventional games of chance with the entrance exchange structure of the present invention (lines 2 through 7), the page continues to provide that:

The entrance-exchange structure **10** may be configured such that the *house 30 guarantees that the player 20 cannot lose more than P percent of the initial betting capital of the player 20*. This means that if the player **20** converts substantially all of the initial betting capital of the player **20** into relevant scrip by playing one or more games of chance, *then the house 30 permits the player 20 to exchange said relevant scrip of the player 20 into (100-P) percent of the initial betting capital of the player 20*. (Emphasis added).

Pages 26 through 27 of the application continue on in the above-highlighted discussion, also providing specific numerical references and examples to buttress the statement. As such, Applicants assert herein that the game of uncertain outcome of the present invention is a “positive sum game” in relation to at least one outside vendors if the composite investment of the player, the house, and the at least one outside vendor increases. That is, the player is, on the average, able to advantageously convert a given amount of cash into relevant scrip and then redeem the relevant scrip for items (e.g., goods, merchandise, real property, different scrip, etc.) from a vendor, wherein the items have a greater monetary value than does the given amount of cash. Further, the game of uncertain outcome is not strictly in reference to a machine, but may be any one of a number of games, including for example Black-Jack, Craps, and Roulette. Therefore, as defined and referenced within the application, Applicant respectfully asserts that the claims 22, 62, 65, 105, and 136 are properly enabled such that one skilled in the art can make and/or use the present invention. As such, Applicant asserts that the claims are in condition for allowance. Therefore, Applicant respectfully asserts that claims 22, 62, 65, 105, and 136 are enabled and not contradictory to other portions of the application.

With respect to group (b) claims 24, 64, 107, and 138, the Examiner alleges that the recitations “guarantee that the player’s initial capital must increase” referenced within a game of uncertain outcome is contradictory. Applicant respectfully disagrees, but amends the claims to more particularly point out that the players ending capital comprises cash plus scrip and even with cash valued at zero the ending value of the scrip, which is present, even if all the cash was lost betting, can be increased by Q percent over the “player’s initial betting capital” by varying the factor of the value of the scrip for that player.

Also, with respect to group (c) claims 25 and 108, the Examiner alleges that the recitations “guaranteeing the Q percent” referenced within a game of uncertain outcome is contradictory. Applicant respectfully disagrees with Examiner’s allegations on the above-referenced claims, and herein furthers arguments to respectfully rebut the Examiner’s allegations.

Applicant refers Examiner to references in the specification previously cited and discussed, including page 4, line 19 - page 5, line 11; page 6, line 6 through page 9, line 22; page 15, line 13 through page 16 line 15; and pages 23 - 27 of the application for reference to the positive sum game and game of uncertain outcome as recited in the claims. Further, Applicant asserts that enabling support for the immediately referenced claims may be found, for example, on page 26 - 27. Specifically, Applicant references page 27, lines 6-12 which states:

The case of  $P=0$  corresponds to a guarantee by the house **30** that the player **20** cannot lose any of the initial betting capital of the player **20**. *The case of  $P<0$  corresponds to the house **30** guaranteeing that the initial betting capital of player **20** must increase by at least  $-P$  percent as a result of playing the game of uncertain outcome.* As an example if  $P= -10$ , then the house is guaranteeing that the initial betting capital of player **20** the player must increase by at least 10 percent as a result of playing the game of uncertain outcome. *Note that for the case of  $P<0$ , one may introduce the variable  $Q=-P$  whereby  $Q>0$ .* (emphasis added).

That is, Applicants assert herein that the game of uncertain outcome of the present invention is a “positive sum game” in relation to at least one outside vendors if the composite investment of the player, the house, and the at least one outside vendor increases. Further, the positive participant game is an example of a positive sum game, further wherein the positive participant game is profitable to each participant, namely the player, the house, and at least one outside vendor. That is, the player is, on the average, able to advantageously convert a given amount of cash into relevant scrip and then redeem the relevant scrip for items (e.g., goods, merchandise, real property, different scrip, etc.) from a vendor, wherein the items have a greater monetary value than does the given amount of cash. Therefore, in knowing the relevant probabilities of the game of uncertain outcome and the rate of return assigned to the scrip in one or more cases, the present invention may in turn guarantee that the player’s initial capital must increase” or also “guaranteeing the Q percent” is a positive percentage, greater than zero. Therefore, as defined and referenced within the application, Applicant respectfully asserts that the claims of group (b) 24, 64, 107, and 138 and group (c) claims 25 and 108 are properly enabled such that one skilled in the art can make and/or use the present invention. As such, Applicant asserts that the claims are in condition for allowance both before and as currently amended.

### 35 U.S.C. § 102

The Examiner rejected claims 1-80, and 93-164 under 35 U.S.C. §102(b) as allegedly being anticipated by American Casino Guide 2000 Edition, published by Casino Vacations (hereinafter referred to as “ACG 2000”). The Examiner alleged that the claims are anticipated by a single reference, the American Casino Guide 2000.

The AGC is insufficient as a §102(b) reference for anticipation because the ACG nowhere discloses ‘scrip’ as defined by the applicant, and instead, discloses ‘*comp*’ and in detail, describes how casino consumers can get *comps* for their play by understanding the comp determination process. Specifically, the ACG 2000 Edition states that “[i]n the world of casino gambling a ‘comp’ is short for complimentary and it refers to anything that the casino will give you for free in return for your play in their casino” (emphasis added). Each of the independent claims, claims 1, 41, 93, 124, and 155, of the current invention each disclose scrip, which is defined through the claims and the specification very differently than “comp” is described in the ACG 2000.

Applicant respectfully contends that ACG 2000 does not anticipate claims 1, 29, 41, 69, 93, 112, 124, 143 and 155 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports for example, in rejection “*d. The use of scrip in the form of comp tickets. (p. 23:10-14)*” ACG 2000 does not teach as purported in (p. 23:10-14) “*use of scrip in the form of comp tickets,*” which regardless is NOT what is defined as SCRIP by the applicant’s specification.

Furthermore, the Examiner purports in rejection “*e. A casino game in a casino (house), where the casino reimburses a player his winnings in cash plus comps for time played on the games, or just comps if there are no winnings. (p. 23:10-14)*” The applicant’s specification



defines SCRIP as “virtual currency” with a value that is determined on an individual basis whereas the ACG teaches COMPS, which once given cannot be further manipulated on a case by case basis to maximize satisfaction. Based on the preceding arguments, Applicant respectfully maintains that ACG 2000 does not anticipate claims 1, 29, 41, 69, 93, 112, 124, 143 and 155, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 2-5 and 42-45 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports in rejection “*f. A multitude of house vendors. (p. 23:8-14),*” but only an ad for the ACS 2001 guide is present and not the contention of “*a multitude of house vendors.*” The Examiner purports in rejection “*g. The exchange of scrip for items. (p. 23:10-14),*” but the ACS states the contrary to an “exchange for scrip.” The ACS teaches at (p. 23:10-19) that “*Player A, the slot club member, walks away with two free meals, a \$50 discount on her room, and a \$40 cash rebate. . . and any slot club employee **should be able to issue you a tangible benefit**.*” The Examiner purports in rejection “*h. Vendor reimbursement of the scrip at a discounted value. (p. 23:10-14),*” but the ACS2000 is silent regarding the VENDOR being reimbursed AT A DISCOUNT for the SCRIP, which is not a discount at a vendor.

The ACS description of a COMP is a benefit issued such as a meal, room discount, ect. whereas the instant invention claims SCRIP, which is defined as a “virtual cash” that can be altered in value by the house on an individual basis. Furthermore, the cited passages do not teach the elements of the claims purported in the rejection. Therefore the AGC does not anticipate claims 2-5 and 42-45, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 6, 46, 94 and 125 because ACG 2000 does not teach each and every feature of the rejected claims. The rejection by the Examiner purported under paragraph “*i. of Vendors that do not provide the same products*” is moot considering that a COMP is NOT a SCRIP as defined by the applicants specification. Additionally the quote is directed toward GIFTS to high rollers of unusual items and NOT purchasing with SCRIP said items from a vendor. Furthermore, the cited passages do not teach the elements of the claims purported in the rejection. Therefore the AGC does not anticipate claims 6, 46, 94 and 125, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 7, 47, 48, 95 and 126 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches “*j. That the redemption rate of script to items is set for each vendor according to the houses needs, thus the house decides if the rate will be the same or not for all the vendors. (p. 20:1-33 & p. 24:5-27).*” The cited passages of (p. 20:1-33 & p. 24:5-27) are all directed toward different COMPS at different casinos and is SILENT regarding reimbursement rates for SCRIP being different to different VENDORS. Furthermore, because the cited passages do not teach the elements of the claims purported in the rejection it fails to anticipate the claims. Therefore the AGC does not anticipate claims 7, 47, 48, 95 and 126, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 8, 96 and 127 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches “*k. That the redemption rate of script to items is set for each vendor according to the houses needs, thus the house decides if the rate will be the same or not*

*for all the vendors. (p. 20:1-33 & p. 24:5-27)."* The cited passages of (p. 20:1-33 & p. 24:5-27) are all directed toward different COMPS at different casinos and is SILENT regarding reimbursement rates for SCRIP being different to different VENDORS. Furthermore, because the cited passages do not teach the elements of the claims purported in the rejection it fails to anticipate the claims. Therefore the AGC does not anticipate claims 8, 96 and 127, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 9, 15, 49, 55, 97 and 128 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches "*l. Where there is a profit margin for the player by doing business with the vendors. (p. 22:6-13)*" The cited passage states that "*even if you never drop a coin in into a slot or video poker machine you stand to profit. Many clubs give free gifts or discount coupons to anyone who fills out the enrollment form.*" This just teaches that merely having a card will get you a discount and it is SILENT regarding SCRIPS or profit relating to the "player's initial betting capital." A 10-15% discount at a vendor without having spent your "player's initial betting capital" gives no "profit" that would lead to satisfaction that using SCRIP, which is considered by the player to be earned money would and thus teaching free discounts REMOVES and WEAKENS the link between earned SCRIP and earned "profit" for purposes of satisfaction. Furthermore, the cited passages do not teach the elements of the claims purported in the rejection. Therefore the AGC does not anticipate claims 9, 15, 49, 55, 97 and 128, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 10, 16, 50, 56, 98 and 129 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches "*m. Where there is a profit margin for the*

*house by doing business with the vendors. (p. 22:15-27 & p. 33-38)”* The quoted sections discuss vendors giving discounts to card holders, but there is NO transaction involving SCRIP or even COMPS. The quoted sections also stated that there was a win-win relationship between the casino and the player, but this is irrelevant regarding earning a PROFIT MARGIN based upon the player transaction with a vendor using SCRIP. The cited passages do not teach the elements of the claims purported in the rejection. Therefore the AGC does not anticipate claims 10, 16, 50, 56, 98 and 129, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 11, 51, 99 and 130 because ACG 2000 does not teach each and every feature of the rejected claims. The ACG2000 does not teach rejection paragraph n. because it is implied to be inherent that there is a “profit margin for the vendor doing business with the house.” It is not inherent because the term LOSS LEADER is also known to be a transaction that loses money (no profit) to attract other more profitable transactions. Thus it is not inherent and it is not taught and should be accompanied by an affidavit if it is the Examiner’s personal knowledge. The cited passages do not teach the elements of the claims purported in the rejection. Therefore the AGC does not anticipate claims 11, 51, 99 and 130, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 14, 17, 28, 54, 57, 68, 102, 111, 133 and 142 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches “*o. Where there is a profit margin for the player by doing business with the vendors, and where there is a profit margin for the house by doing business with the vendors (p. 22:6-27)*” The cited passage states that “**even if you never drop a coin** in into a slot or video poker machine you stand to **profit**. Many clubs give

free gifts or discount coupons to anyone who fills out the enrollment form.” This just teaches that merely having a card will get you a discount and it is SILENT regarding SCRIPS or profit relating to the “player’s initial betting capital.” A 10-15% discount at a vendor without having spent your “player’s initial betting capital” gives no “profit” that would lead to satisfaction that using SCRIP, which is considered by the player to be earned money would and thus teaching free discounts REMOVES and WEAKENS the link between earned SCRIP and earned “profit” for purposes of satisfaction. Furthermore, the cited passages do not teach the elements of the claims purported in the rejection regarding a profit margin for the house doing business with the vendor (by transacting with SCRIP, not a discount card). Therefore the ACG2000 does not anticipate claims 14, 17, 28, 54, 57, 68, 102, 111, 133 and 142, which reconsideration and allowance of the claims are respectfully requested.

Applicant respectfully contends that ACG 2000 does not anticipate claims 30, 70, 113 and 144 because ACG 2000 does not teach each and every feature of the rejected claims. The Examiner purports that the ACG2000 teaches “*p. Where the scrip earnings is dependent from the cash spent. (p.20:16-22),*” but the claim is related to the relation of scrip to cash for the winnings and not for cash spent as with a COMP. The claims are the relationship of cash winnings to SCRIP and not merely for playing and the claims is related to the winnings of cash with respect to that of SCRIP in the game of chance and NOT the format of COMP per dollar bet, which removes the SCRIP from being considered a winning by the player and becomes associated with a COST to betting. Therefore the ACG2000 does not anticipate claims 30, 70, 113 and 144, which reconsideration and allowance of the claims are respectfully requested.

### 35 U.S.C. § 103

The Examiner rejected claims 31-34, 71-74, 114-117, and 145-148 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Acres (US 6,319,125 B1) (hereinafter referred to as “Acres ‘125”). The applicant respectfully transverses the obviousness rejection of claims 31-34, 71-74, 114-117, and 145-148 of ACG2000 in view the Acres ‘125 patent for failing to teach each and every element of the claims. The Examiner purports in rejection “*q. A house that comprises a casino, betting by scrip also known as free play, comp play or bonus play, and conditions to the use of the betting scrip. (Col 10:35-47)*” The term scrip is akin to “virtual cash” as defined by the applicant’s specification that may be tailored to have a different value to the individual player, which is NOT “*also known as free play, comp play or bonus play*” as alleged by the Examiner. Free play, comp play or bonus play may not be used for another purpose other than playing (betting) as specified and cannot be used to purchase items from vendors thus they are NOT SCRIP, but “*free play, comp play or bonus play.*”

The Examiner states that “*it would have been obvious to one having ordinary skill in the art, at the time of the applicant’s invention to incorporate Acres9125’s “betting comp moneys” to the disclosures of ACG2000 comp ticket strategies. One would be motivated to do so because this gives the player the illusion that they have been given actual cash back and that they have actually earn money while playing thus adding to costumer satisfaction.*” The motivation as suggested by the Examiner is not present in either reference because the ACG2000 is a guide directed toward collecting comps and the Acres9125 patent is directed toward motivating the player to return to gaming after a period of rest to spend money over a period of time and NOT merely adding to customer satisfaction. Each and every element of claims 31-34, 71-74, 114-

117, and 145-148 are not taught because the claimed element SCRIIP is not the same as a "*free play, comp play or bonus play*." The applicant respectfully requests reconsideration and removal of the obviousness rejection of claims 31-34, 71-74, 114-117, and 145-148.

The Examiner rejected claims 35, 75, 118, and 149 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Walker et al. (US2006/0142078 A1) (hereinafter referred to as "Walker 2078"). The applicant traverses the obviousness rejection as improper because the publication Walker et al. (US2006/0142078 A1) is NOT considered a reference under 102(e) because it is a continuation-in-part of an earlier application published AFTER the date of filing of the instant application. The applicant respectfully requests reconsideration and removal of the obviousness rejection of claims 35, 75, 118, and 149.

The Examiner rejected claims 36, 76, 119, and 150 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG 2000 in view of Walker (US2002/0123376 A1) (hereinafter referred to as "Walker 3376"). The applicant traverses the obviousness rejection as improper because the publication Walker (US2002/0123376 A1) is NOT considered a reference under 102(e) because it is a continuation-in-part of an earlier application published AFTER the date of filing of the instant application. The applicant respectfully requests reconsideration and removal of the obviousness rejection of claims 36, 76, 119, and 150.

The Examiner rejected claims 12, 13, 18-21, 26, 27, 37-40, 52, 53, 58-61, 66, 67, 77-80, 100, 101, 103, 104, 109, 110, 120-123, 131, 132, 134, 135, 140, 141, 151-154, and 156-154 under 35 U.S.C. §103(a) as allegedly being unpatentable over ACG2000 in view of Walker et al. (US 2003/0060276 A1) (hereinafter referred to as "Walker 0276"). The applicant traverses the obviousness rejection as improper because the publication Walker et al. (US 2003/0060276 A1) is NOT considered a reference under 102(e) because it is a continuation-in-part of an earlier

application published AFTER the date of filing of the instant application. The applicant respectfully requests reconsideration and removal of the obviousness rejection of claims 12, 13, 18-21, 26, 27, 37-40, 52, 53, 58-61, 66, 67, 77-80, 100, 101, 103, 104, 109, 110, 120-123, 131, 132, 134, 135, 140, 141, 151-154, and 156-154.

### **CONCLUSION**

Based on the preceding arguments, Applicant respectfully believes that all pending claims and the entire application meet the acceptance criteria for allowance and therefore request favorable action. If the Examiner believes that anything further would be helpful to place the application in better condition for allowance, Applicant invites the Examiner to contact Applicant's representative at the telephone number listed below. The Director is hereby authorized to charge and/or credit Deposit Account 19-0513.

Date: December 24, 2007

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